

(First Published in Johnson County  
Herald Thursday, June 9, 1960)

**ORDINANCE NO. 51**

**An Ordinance prohibiting the burning of trash, refuse and other material.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD HILLS, KANSAS:**

Section 1. That Article 1 of Chapter IV be and the same is hereby amended by adding thereto a new section reading as follows:

Section 4-109. No person shall burn or cause to be burned any trash, refuse, rubbish, leaves, brush, trimmings from trees, shrubs or other plants, grass clippings or other combustible or semi-combustible material which emits offensive or noxious odors.

Section 2. Any person violating Section 1 of this Ordinance shall be deemed guilty of a misdemeanor and shall be punished as provided in Section 4-301, Revised Ordinances.

Section 3. This Ordinance shall take effect and be in force and effect from and after publication.

Passed the City Council this 6th day of June, 1960.

Approved by the Mayor this 6th day of June, 1960.

Hal Sandy,  
Mayor

ATTEST:  
Ora M. Amberg,  
City Clerk.

(First Published in Johnson County Herald Thursday, August 6, 1959)  
ORDINANCE No. 51  
AN ORDINANCE PROVIDING FOR PUBLIC ELECTRIC LIGHTS ON THE STREETS OF THE CITY OF WESTWOOD HILLS, KANSAS, AND CONTRACTING WITH KANSAS CITY POWER AND LIGHT COMPANY, ITS SUCCESSORS, ASSIGNS AND GRANTEES TO FURNISH PUBLIC ELECTRIC LIGHTS FOR THE CITY OF WESTWOOD HILLS, KANSAS, FOR A TERM OF TEN (10) YEARS AND REPEALING ORDINANCE NO. 21 OF THE CITY OF WESTWOOD HILLS, KANSAS.

WHEREAS, Kansas City Power & Light Company is a corporation duly created, organized and existing by virtue of the laws of the State of Missouri, and admitted to do business under the laws of the State of Kansas as a foreign corporation for the purpose of generating and distributing electric energy; and

WHEREAS, great benefit will accrue to the inhabitants of said City through the maintenance and operation therein of an electric street lighting system:

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD HILLS, KANSAS:

SECTION 1. In order to promote the welfare, comfort and convenience of said City, its inhabitants and the public generally, and in consideration of the benefits to be derived by said City and the inhabitants thereof through the maintenance and operation of an electric street lighting system, there is hereby granted to Kansas City Power & Light Company for a term of ten (10) years from the date hereof, the right, authority and power to maintain in the City of Westwood Hills, Kansas, incandescent electric street lamps as described below:

3 400 c.p. street lamps on steel poles and supplied by overhead wire.

1 400 c.p. street lamp on a steel pole and supplied by underground cable with spacing 200 - 300 feet.

11 400 c.p. street lamps on steel poles and supplied by underground cable with spacing 500 - 600 feet.

Such lamps shall be in the locations shown upon the blueprint attached to and made a part of this ordinance, and further identified by the signature of the Mayor of the City.

The City agrees to pay Kansas City Power & Light Company on account of the construction, maintenance and operation of the incandescent street lamps provided for by this ordinance, the following rates per lamp per year:

400 c.p. street lamps on steel poles and supplied by overhead wire \$48.00.

400 c.p. street lamp on a steel pole and supplied by underground cable with spacing 200-300 feet, \$72.00

400 c.p. street lamps on steel poles and supplied by underground cable with spacing 500-600 feet, \$105.84

STREET LAMPS SUPPORTED BY UNDERGROUND CABLE

Size of Lamp	Route for Cable	under 200	200-300	300-400	400-500	500-600
400 c.p.	Under sod	60.72	72.00	83.28	94.56	105.84
400 c.p.	Under sidewalk	69.24	84.12	99.00	114.00	129.00
600 c.p.	Under sod	73.80	85.08	96.24	107.40	118.56
600 c.p.	Under sidewalk	81.48	96.24	111.12	126.00	140.88

Such lamps to be installed and contracted for by resolution of the City and acceptance thereof by Kansas City Power & Light Company in the manner hereinafter set forth in Section 7 of this ordinance, to be effective as a valid contract in the same manner and to the same extent as the contract for the street lights provided for in Section 1 of this ordinance. Any other style or size of street lamp that may be adopted by the City during the continuance of this agreement, different from those specifically provided for in this ordinance, may be included in this contract by ordinance amending the same, after the annual charge to be paid by the City to the Company has been agreed upon in writing. In the event the City desires to install, at its own expense, some special columns or posts in locations where the City deems it wise or necessary, the Company agrees to furnish lighting service on these special columns or posts at an annual charge which shall be agreed upon by the parties in writing and such agreement shall thereupon be incorporated in and made a part of this contract by ordinance amending the same.

SECTION 6. In the furnishing of the service herein provided for, said Kansas City Power & Light Company will not be held responsible for any failure in said service when such failure is due to act of God, floods, strikes, or other occurrence or circumstance beyond its control.

SECTION 7. The Company further agrees that it will, at its own expense, install such additional electric street lights as may be required from time to time by the City when authorized by resolution duly adopted by the City and on written order signed by a legally authorized officer of said City to which there shall be attached a copy of such resolution, on the same conditions and at the same rates as are hereinbefore set out; provided, that the Company shall not be required to build more than 500 feet of new overhead line from its then established street lighting circuit for each additional electric street lamp of 600 c.p. or smaller to be installed and that the Company shall not be required to build more than 200 feet of new overhead line from its then established street lighting circuit for each additional street lamp of 1000 c. p., and provided further that the

Such amounts shall be paid to Kansas City Power & Light Company in equal monthly installments on or before the 10th day following the regular billing date for the month in which the service is rendered. In the event of the failure of the City to make such monthly payments within the period prescribed, the said monthly payments shall bear interest at the rate of 6 per cent per annum from the date such payment shall have been in default; provided, however, that the Company may, at its option, discontinue the furnishing of service under this contract in case the City is in default in said monthly payments for a period of three months or more, until such time as the delinquent payments, together with the interest thereon, are paid to the Company.

SECTION 2. In consideration of said street lighting service and the maintenance thereof, the City agrees that it will each year during the period of this contract make a sufficient tax levy for street lighting purposes, and within the maximum levies permitted by the laws of the State of Kansas.

SECTION 3. Kansas City Power & Light Company shall at all times protect and save harmless the City of Westwood Hills, Kansas, from all damages or loss to person or property for, or arising out of, or by reason of its negligence in the construction, maintenance, and/or operation of the said street lamps and/or equipment hereby authorized.

SECTION 4. The Company shall not be required to relocate any street lamp after such lamp has once been installed at a location designated by the City unless the City agrees in writing to pay to the Company the actual cost of such relocation.

SECTION 5. The street lamps set forth in Section 1, hereof, shall constitute the standard street lamps under this contract. However, it is now anticipated by the City of Westwood Hills, Kansas, that it may desire to add additional street lamps of a size, or mounting arrangement, not included in Section 1 hereof, or it may desire to add additional street lamps supported by steel poles and supplied by underground cable with lamp spacing different from those included in Section 1 hereof, and it is agreed by the said City and Kansas City Power & Light Company that if street lamps as have been described in this Section 5 should be desired by the City the same shall be installed and be supplied upon and for the following rates:

STREET LAMPS SUPPORTED BY WOOD POLES AND SUPPLIED BY OVERHEAD WIRE

Size of Lamp, Rate Per Lamp Per Year  
400 c.p. \$42.00  
600 c.p. 50.00

STREET LAMPS SUPPORTED BY STEEL POLES AND SUPPLIED BY OVERHEAD WIRE

Size of Lamp, Rate Per Lamp Per Year  
400 c.p. \$48.00  
600 c.p. 56.00

Company shall not be required to make such extension or extensions unless it shall within thirty (30) days from and after the receipt by it of such resolution file with the City Clerk of said City its written acceptance thereof, and upon said acceptance being so filed such resolution shall constitute a contract between the City of Westwood Hills, Kansas, and the said Kansas City Power & Light Company, for the remaining period of this ordinance, and in the event of the failure of the said Kansas City Power & Light Company to file such acceptance within the time specified in this section then such resolution shall ipso facto cease and become null and void. The City agrees to accept and pay for such additional street lighting so ordered by it upon the same conditions and at the same rates as hereinbefore set out. The blueprint attached to and made a part of this ordinance shall be amended to show such additional street lighting and each amended blueprint identified by the signature of the Mayor of the City.

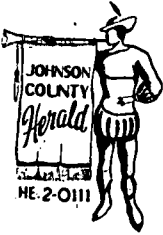
SECTION 8. Ordinance No. 21 of the City of Westwood Hills, Kansas, is hereby repealed.

SECTION 9. Within thirty (30) days from and after the publication of this ordinance in the official paper of the City of Westwood Hills, Kansas, Kansas City Power & Light Company, its associates, successors, or assigns shall file with the City Clerk of said City its written acceptance of the provisions hereof, and upon said acceptance being filed as herein provided, this ordinance shall constitute a contract between the City of Westwood Hills, Kansas, and the said Kansas City Power & Light Company for the period set forth herein, and in the event of the failure of the said Kansas City Power & Light Company to file such acceptance within the time specified in this section, then this ordinance shall ipso facto cease and become null and void.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and its publication as provided by law.

Passed and approved this 3rd day of August, 1959.

Hal Sandy  
Mayor  
ATTEST:  
Ora M. Amberg  
City Clerk



## AFFIDAVIT OF PUBLICATION

State of Kansas, County of Johnson, ss:

LOYD NEFF

of lawful age, being duly sworn upon oath states that he is the Editor of the Johnson County Herald, that said newspaper has been published at least weekly fifty (50) times a year, and has been so published for at least one year prior to the first publication of the attached notice.

That said paper has a general paid circulation on a weekly basis, was entered as second class matter July 17, 1924 at the postoffice at Overland Park, Kansas, under the Act of March 3, 1897, is not a trade, religious, or fraternal publication, and is printed in Johnson County, Kansas.

The attached notice is a true copy, and was printed and published in the regular and entire issue of the Johnson County Herald for 1 consecutive weeks:

First week: August 6, 1959

Second week: \_\_\_\_\_

Third week: \_\_\_\_\_

Fourth week: \_\_\_\_\_

Fifth week: \_\_\_\_\_

Sixth week: \_\_\_\_\_

*Loyd Neff*  
Loyd Neff, Editor

Subscribed in my presence and sworn to before me this 6 day of August, 1959

*Mildred F. Bachus*  
Notary Public in and for Johnson County, Kansas

My commission expires Aug. 12, 1962.

Publication fee \$36.41

Affidavits, Notary's fee \$

Additional copies @ \$

Total publication fee \$36.41

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IN THE COURT OF JOHNSON COUNTY, KANSAS

State of Kansas, Johnson County, ss:

19  
The within Proof of Publication approved by

Johnson County Herald—Fully qualified to publish legal publications

Case No. ....

Plaintiff.

vs.

Defendant.

PROOF OF PUBLICATION

First Published in Johnson County Herald Thursday August 13, 1959) ORDINANCE No. 51.

AN ORDINANCE PROVIDING FOR PUBLIC ELECTRIC LIGHTS ON THE STREETS OF THE CITY OF WESTWOOD HILLS, KANSAS, AND CONTRACTING WITH KANSAS CITY POWER AND LIGHT COMPANY, ITS SUCCESSORS, ASSIGNS AND GRANTEES TO FURNISH PUBLIC ELECTRIC LIGHTS FOR THE CITY OF WESTWOOD HILLS, KANSAS, FOR A TERM OF TEN (10) YEARS AND REPEALING ORDINANCE NO. 21 OF THE CITY OF WESTWOOD HILLS, KANSAS.

WHEREAS, Kansas City Power & Light Company is a corporation duly created, organized and existing by virtue of the laws of the State of Missouri, and admitted to do business under the laws of the State of Kansas as a foreign corporation for the purpose of generating and distributing electric energy; and

WHEREAS, great benefit will accrue to the inhabitants of said City through the maintenance and operation therein of an electric street lighting system:

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD HILLS, KANSAS:

SECTION 1. In order to promote the welfare, comfort and convenience of said City, its inhabitants and the public generally, and in consideration of the benefits to be derived by said City and the inhabitants thereof through the maintenance and operation of an electric street lighting system, there is hereby granted to Kansas City Power & Light Company for a term of ten (10) years from the date hereof, the right, authority and power to maintain in the City of Westwood Hills, Kansas, incandescent electric street lamps as described below:

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1 400 c.p. street lamp on a steel pole and supplied by underground cable with spacing 200 - 300 feet.

11 400 c.p. street lamps on steel poles and supplied by underground cable with spacing 500 - 600 feet.

Such lamps shall be in the locations shown upon the blueprint attached to and made a part of this ordinance, and further identified by the signature of the Mayor of the City.

The City agrees to pay Kansas City Power & Light Company on account of the construction, maintenance and operation of the incandescent street lamps provided for by this ordinance, the following rates per lamp per year:

400 c.p. street lamps on steel poles and supplied by overhead wire \$48.00.

400 c.p. street lamp on a steel pole and supplied by underground cable with spacing 200-300 feet, \$72.00

400 c.p. street lamps on steel poles and supplied by underground cable with spacing 500-600 feet, \$105.84

SECTION 2. In consideration of said street lighting service and the maintenance thereof, the City agrees that it will each year during the period of this contract make a sufficient tax levy for street lighting purposes, and within the maximum levies permitted by the laws of the State of Kansas.

SECTION 3. Kansas City Power & Light Company shall, at all times protect and save harmless the City of Westwood Hills, Kansas, from all damages or loss to person or property for, or arising out of, or by reason of its negligence in the construction, maintenance, and/or operation of the said street lamps and/or equipment hereby authorized.

SECTION 4. The Company shall not be required to relocate any street lamp after such lamp has once been installed at a location designated by the City unless the City agrees in writing to pay to the Company the actual cost of such relocation.

SECTION 5. The street lamps set forth in Section 1, hereof, shall constitute the standard street lamps under this contract. However, it is now anticipated by the City of Westwood Hills, Kansas, that it may desire to add additional street lamps of a size, or mounting arrangement, not included in Section 1 hereof, or it may desire to add additional street lamps supported by steel poles and supplied by underground cable with lamp spacing different from those included in Section 1 hereof, and it is agreed by the said City and Kansas City Power & Light Company that if street lamps as have been described in this Section 5 should be desired by the City the same shall be installed and be supplied upon and for the following rates:

STREET LAMPS SUPPORTED BY WOOD POLES AND SUPPLIED BY OVERHEAD WIRE

Size of Lamp	Rate Per Lamp Per Year
400 c.p.	\$42.00
600 c.p.	50.00

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SECTION 2. In consideration of said street lighting service and the maintenance thereof, the City agrees that it will each year during the period of this contract make a sufficient tax levy for street lighting purposes, and within the maximum levies permitted by the laws of the State of Kansas.

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STREET LAMPS SUPPORTED BY WOOD POLES AND SUPPLIED BY OVERHEAD WIRE

Size of Lamp	Rate Per Lamp Per Year
400 c.p.	\$42.00
600 c.p.	50.00

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## AFFIDAVIT OF PUBLICATION

State of Kansas, County of Johnson, ss:

BILL NEFF

of lawful age, being duly sworn upon oath states that he the Manager of the Johnson County Herald, that said newspaper has been published at least weekly fifty (50) times a year, and has been so published for at least one year prior to the first publication of the attached notice.

That said paper has a general paid circulation on a weekly basis, was entered as second class matter July 17, 1924 at the postoffice at Overland Park, Kansas, under the Act of March 3, 1897, is not a trade, religious, or fraternal publication, and is printed in Johnson County, Kansas.

The attached notice is a true copy, and was printed and published in the regular and entire issue of the Johnson County Herald for 1 consecutive weeks:

First week: August 13, 1959

Second week: \_\_\_\_\_

Third week: \_\_\_\_\_

Fourth week: \_\_\_\_\_

Fifth week: \_\_\_\_\_

Sixth week: \_\_\_\_\_

*Bill Neff*

Bill Neff, Manager

Subscribed in my presence and sworn to before me this 13 day of August, 1959

*Mildred F. Backus*

Notary Public in and for Johnson County, Kansas

My commission expires Aug. 12, 1962.

Publication fee \$ No Charge

Affidavits, Notary's fee \$ \_\_\_\_\_

Additional copies @ \$ \_\_\_\_\_

Total publication fee \$ No Charge

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IN THE \_\_\_\_\_ COURT OF

JOHNSON COUNTY, KANSAS

State of Kansas, Johnson County, ss:

\_\_\_\_\_, 19\_\_\_\_\_

The within Proof of Publication approved by \_\_\_\_\_

Johnson County Herald—Fully qualified to publish legal publications

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SECTION 8. Ordinance No. 21 of the City of Westwood Hills, Kansas, is hereby repealed.

SECTION 9. Within thirty (30) days from and after the publication of this ordinance in the official paper of the City of Westwood Hills, Kansas, Kansas City Power & Light Company, its associates, successors, or assigns shall file with the City Clerk of said City its written acceptance of the provisions hereof, and upon said acceptance being filed as herein provided, this ordinance shall constitute a contract between the City of Westwood Hills, Kansas, and the said Kansas City Power & Light Company for the period set forth herein, and in the event of the failure of the said Kansas City Power & Light Company to file such acceptance within the time specified in this section, then this ordinance shall ipso facto cease and become null and void.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and its publication as provided by law.

Passed and approved this 3rd day of August, 1959.

Hal Sandy  
Mayor

ATTEST:  
Ora M. Amberg

Case No. ....

Plaintiff.

vs.

Defendant.

PROOF OF PUBLICATION

(First Published in Johnson County Herald Thursday, August 6, 1959)  
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WHEREAS, Kansas City Power & Light Company is a corporation duly created, organized and existing by virtue of the laws of the State of Missouri, and admitted to do business under the laws of the State of Kansas as a foreign corporation for the purpose of generating and distributing electric energy; and

WHEREAS, great benefit will accrue to the inhabitants of said City through the maintenance and operation therein of an electric street lighting system;

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Size of Lamp.	Route for Cable,	under	Rate Per Lamp per Year				
			Spacing in Feet				
400 c.p.	Under sod	60.72	72.00	83.28	94.56	105.84	
400 c.p.	Under sidewalk	69.24	84.12	99.00	114.00	129.00	
600 c.p.	Under sod	73.80	85.08	96.24	107.40	118.56	
600 c.p.	Under sidewalk	81.48	96.24	111.12	126.00	140.88	

Such lamps to be installed and contracted for by resolution of the City and acceptance thereof by Kansas City Power & Light Company in the manner hereinafter set forth in Section 7 of this ordinance, to be effective as a valid contract in the same manner and to the same extent as the contract for the street lights provided for in Section 1 of this ordinance. Any other style or size of street lamp that may be adopted by the City during the continuance of this agreement, different from those specifically provided for in this ordinance, may be included in this contract by ordinance amending the same, after the annual charge to be paid by the City to the Company has been agreed upon in writing. In the event the City desires to install, at its own expense, some special columns or posts in locations where the City deems it wise or necessary, the Company agrees to furnish lighting service on these special columns or posts at an annual charge which shall be agreed upon by the parties in writing and such agreement shall thereupon be incorporated in and made a part of this contract by ordinance amending the same.

SECTION 6. In the furnishing of the service herein provided for, said Kansas City Power & Light Company will not be held responsible for any failure in said service when such failure is due to act of God, floods, strikes, or other occurrence or circumstance beyond its control.

SECTION 7. The Company further agrees that it will, at its own expense, install such additional electric street lights as may be required from time to time by the City when authorized by resolution duly adopted by the City and on written order signed by a legally authorized officer of said City to which there shall be attached a copy of such resolution, on the same conditions and at the same rates as are hereinbefore set out; provided, that the Company shall not be required to build more than 500 feet of new overhead line from its then established street lighting circuit for each additional electric street lamp of 600 c.p. or smaller to be installed and that the Company shall not be required to build more than 200 feet of new overhead line from its then established street lighting circuit for each additional street lamp of 1000 c.p. and provided further that the

Such amounts shall be paid to Kansas City Power & Light Company in equal monthly installments on or before the 10th day following the regular billing date for the month in which the service is rendered. In the event of the failure of the City to make such monthly payments within the period prescribed, the said monthly payments shall bear interest at the rate of 6 per cent per annum from the date such payment shall have been in default; provided, however, that the Company may, at its option, discontinue the furnishing of service under this contract in case the City is in default in said monthly payments for a period of three months or more, until such time as the delinquent payments, together with the interest thereon, are paid to the Company.

SECTION 2. In consideration of said street lighting service and the maintenance thereof, the City agrees that it will each year during the period of this contract make a sufficient tax levy for street lighting purposes, and within the maximum levies permitted by the laws of the State of Kansas.

SECTION 3. Kansas City Power & Light Company shall at all times protect and save harmless the City of Westwood Hills, Kansas, from all damages or loss to person or property for, or arising out of, or by reason of its negligence in the construction, maintenance, and/or operation of the said street lamps and/or equipment hereby authorized.

SECTION 4. The Company shall not be required to relocate any street lamp after such lamp has once been installed at a location designated by the City unless, the City agrees in writing to pay to the Company the actual cost of such relocation.

SECTION 5. The street lamps set forth in Section 1, hereof, shall constitute the standard street lamps under this contract. However, it is now anticipated by the City of Westwood Hills, Kansas, that it may desire to add additional street lamps of a size, or mounting arrangement, not included in Section 1 hereof, or it may desire to add additional street lamps supported by steel poles and supplied by underground cable with lamp spacing different from those included in Section 1 hereof, and it is agreed by the said City and Kansas City Power & Light Company that if street lamps as have been described in this Section 5 should be desired by the City the same shall be installed and be supplied upon and for the following rates:

#### STREET LAMPS SUPPORTED BY WOOD POLES AND SUPPLIED BY OVERHEAD WIRE

Size of Lamp, Rate Per Lamp Per Year  
400 c.p. \$42.00  
600 c.p. 50.00

#### STREET LAMPS SUPPORTED BY STEEL POLES AND SUPPLIED BY OVERHEAD WIRE

Size of Lamp, Rate Per Lamp Per Year  
400 c.p. \$48.00  
600 c.p. 56.00

Company shall not be required to make such extension or extensions unless it shall within thirty (30) days from and after the receipt by it of such resolution file with the City Clerk of said City its written acceptance thereof, and upon said acceptance being so filed such resolution shall constitute a contract between the City of Westwood Hills, Kansas, and the said Kansas City Power & Light Company for the remaining period of this ordinance, and in the event of the failure of the said Kansas City Power & Light Company to file such acceptance within the time specified in this section then such resolution shall ipso facto cease and become null and void. The City agrees to accept and pay for such additional street lighting so ordered by it upon the same conditions and at the same rates as hereinbefore set out. The blueprint attached to and made a part of this ordinance shall be amended to show such additional street lighting and each amended blueprint identified by the signature of the Mayor of the City.

SECTION 8. Ordinance No. 21 of the City of Westwood Hills, Kansas, is hereby repealed.

SECTION 9. Within thirty (30) days from and after the publication of this ordinance in the official paper of the City of Westwood Hills, Kansas, Kansas City Power & Light Company, its associates, successors, or assigns shall file with the City Clerk of said City its written acceptance of the provisions hereof, and upon said acceptance being filed as herein provided, this ordinance shall constitute a contract between the City of Westwood Hills, Kansas, and the said Kansas City Power & Light Company for the period set forth herein, and in the event of the failure of the said Kansas City Power & Light Company to file such acceptance within the time specified in this section, then this ordinance shall ipso facto cease and become null and void.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and its publication as provided by law.

Passed and approved this 3rd day of August, 1959.

Hal Sandy  
Mayor.

ATTEST:  
Ora M. Amberg  
City Clerk

## AFFIDAVIT OF PUBLICATION

State of Kansas, County of Johnson, ss:

LOYD NEFF

of lawful age, being duly sworn upon oath states that he is the Editor of the Johnson County Herald, that said newspaper has been published at least weekly fifty (50) times a year, and has been so published for at least one year prior to the first publication of the attached notice.

That said paper has a general paid circulation on a weekly basis, was entered as second class matter July 17, 1924 at the postoffice at Overland Park, Kansas, under the Act of March 3, 1897, is not a trade, religious, or fraternal publication, and is printed in Johnson County, Kansas.

The attached notice is a true copy, and was printed and published in the regular and entire issue of the Johnson County Herald for 1 consecutive weeks:

First week: August 6, 1959

Second week: \_\_\_\_\_

Third week: \_\_\_\_\_

Fourth week: \_\_\_\_\_

Fifth week: \_\_\_\_\_

Sixth week: \_\_\_\_\_

*Lloyd Neff*  
Lloyd Neff, Editor

Subscribed in my presence and sworn to before me this 6 day of August, 1959

*Mildred F. Backus*  
Notary Public in and for  
Johnson County, Kansas

My commission expires Aug. 12, 1962.

Publication fee \$ 36.41

Affidavits, Notary's fee \$ \_\_\_\_\_

Additional copies @ \$ \_\_\_\_\_

Total publication fee \$ 36.41

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IN THE \_\_\_\_\_ COURT OF  
JOHNSON COUNTY, KANSAS

State of Kansas, Johnson County, ss:

\_\_\_\_\_, 19\_\_\_\_\_  
The within Proof of Publication approved by

Johnson County Herald—Fully qualified to publish  
legal publications

Case No. ....

Plaintiff.

vs.

Defendant.

**PROOF OF PUBLICATION**

ORDINANCE No. 51

AN ORDINANCE PROVIDING FOR PUBLIC ELECTRIC LIGHTS ON THE STREETS OF THE CITY OF WESTWOOD HILLS, KANSAS, AND CONTRACTING WITH KANSAS CITY POWER AND LIGHT COMPANY, ITS SUCCESSORS, ASSIGNS AND GRANTEES, TO FURNISH PUBLIC ELECTRIC LIGHTS FOR THE CITY OF WESTWOOD HILLS, KANSAS, FOR A TERM OF TEN (10) YEARS AND REPEALING ORDINANCE NO. 21 OF THE CITY OF WESTWOOD HILLS, KANSAS.

WHEREAS, Kansas City Power & Light Company is a corporation duly created, organized and existing by virtue of the laws of the State of Missouri, and admitted to do business under the laws of the State of Kansas as a foreign corporation for the purpose of generating and distributing electric energy; and

WHEREAS, great benefit will accrue to the inhabitants of said City through the maintenance and operation therein of an electric street lighting system;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD HILLS, KANSAS:

SECTION 1. In order to promote welfare, comfort and convenience of said City, its inhabitants and the public generally, and in consideration of the benefits to be derived by said City and the inhabitants thereof through the maintenance and operation of an electric street lighting system, there is hereby granted to Kansas City Power & Light Company for a term of ten (10) years from the date hereof, the right, authority and power to maintain in the City of Westwood Hills, Kansas, incandescent electric street lamps as described below:

3 400 c.p. street lamps on steel poles and supplied by overhead wire.

1 400 c.p. street lamp on a steel pole and supplied by underground cable with spacing 200 - 300 feet.

11 400 c.p. street lamps on steel poles and supplied by underground cable with spacing 500 - 600 feet.

Such lamps shall be in the locations shown upon the blueprint attached to and made a part of this ordinance, and further identified by the signature of the Mayor of the City.

The City agrees to pay Kansas City Power & Light Company on account of the construction, maintenance and operation of the incandescent street lamps provided for by this ordinance, the following rates per lamp per year:

400 c.p. street lamps on steel poles and supplied by overhead wire \$48.00.

400 c.p. street lamp on a steel pole and supplied by underground cable with spacing 200-300 feet, \$72.00

400 c.p. street lamps on steel poles and supplied by underground cable with spacing 500-600 feet, \$105.84

STREET LAMPS SUPPORTED BY UNDERGROUND CABLE

of Lamp	Route for Cable,	under	Rate Per Lamp per Year
			Spacing in Feet
400 c.p.	Under sod	60.72	200-300 72.00
400 c.p.	Under sidewalk	69.24	300-400 83.28
600 c.p.	Under sod	73.80	400-500 94.56
600 c.p.	Under sidewalk	81.48	500-600 105.84

Such lamps to be installed and contracted for by resolution of the City and acceptance thereof by Kansas City Power & Light Company in the manner hereinafter set forth in Section 7 of this ordinance, to be effective as a valid contract in the same manner and to the same extent as the contract for the street lights provided for in Section 1 of this ordinance. Any other style or size of street lamp that may be adopted by the City during the continuance of this agreement, different from those specifically provided for in this ordinance, may be included in this contract by ordinance amending the same, after the annual charge to be paid by the City to the Company has been agreed upon in writing. In the event the City desires to install, at its own expense, some special columns or posts in locations where the City deems it wise or necessary, the Company agrees to furnish lighting service on these special columns or posts at an annual charge which shall be agreed upon by the parties in writing and such agreement shall thereupon be incorporated in and made a part of this contract by ordinance amending the same.

SECTION 6. In the furnishing of the service herein provided for, said Kansas City Power & Light Company will not be held responsible for any failure in said service when such failure is due to act of God, floods, strikes, or other occurrence or circumstance beyond its control.

SECTION 7. The Company further agrees that it will, at its own expense, install such additional electric street lights as may be required from time to time by the City when authorized by resolution duly adopted by the City and on written order signed by a legally authorized officer of said City to which there shall be attached a copy of such resolution, on the same conditions and at the same rates as are hereinbefore set out; provided that the Company shall not be required to build more than 500 feet of new overhead line from its then established street lighting circuit for each additional electric street lamp of 600 c.p. or smaller to be installed and that the Company shall not be required to build more than 200 feet of new overhead line from its then established street lighting circuit for each additional street lamp of 1000 c. p., and provided further that the

Such amounts shall be paid to Kansas City Power & Light Company in equal monthly installments on or before the 10th day following the regular billing date for the month in which the service is rendered. In the event of the failure of the City to make such monthly payments within the period prescribed, the said monthly payments shall bear interest at the rate of 6 per cent per annum from the date such payment shall have been in default; provided, however, that the Company may, at its option, discontinue the furnishing of service under this contract in case the City is in default in said monthly payments for a period of three months or more, until such time as the delinquent payments, together with the interest thereon, are paid to the Company.

SECTION 2. In consideration of said street lighting service and the maintenance thereof, the City agrees that it will each year during the period of this contract make a sufficient tax levy for street lighting purposes, and within the maximum levies permitted by the laws of the State of Kansas.

SECTION 3. Kansas City Power & Light Company shall at all times protect and save harmless the City of Westwood Hills, Kansas, from all damages or loss to person or property for, or arising out of, or by reason of its negligence in the construction, maintenance, and operation of the said street lamps and/or equipment hereby authorized.

SECTION 4. The Company shall not be required to relocate any street lamp after such lamp has once been installed at a location designated by the City unless the City agrees in writing to pay to the Company the actual cost of such relocation.

SECTION 5. The street lamps set forth in Section 1 hereof, shall constitute the standard street lamps under this contract. However, it is now anticipated by the City of Westwood Hills, Kansas, that it may desire to add additional street lamps of a size, or mounting arrangement, not included in Section 1 hereof, or it may desire to add additional street lamps supported by steel poles and supplied by underground cable with lamp spacing different from those included in Section 1 hereof, and it is agreed by the said City and Kansas City Power & Light Company that if street lamps as have been described in this Section 5 should be desired by the City the same shall be installed and be supplied upon and for the following rates:

STREET LAMPS SUPPORTED BY WOOD POLES AND SUPPLIED BY OVERHEAD WIRE

Size of Lamp,	Rate Per Lamp Per Year
400 c.p.	\$42.00
600 c.p.	50.00

STREET LAMPS SUPPORTED BY STEEL POLES AND SUPPLIED BY OVERHEAD WIRE

Size of Lamp,	Rate Per Lamp Per Year
400 c.p.	\$48.00
600 c.p.	56.00

Rate Per Lamp per Year	Spacing in Feet
200-300	72.00
300-400	83.28
400-500	94.56
500-600	105.84

Company shall not be required to make such extension or extensions unless it shall within thirty (30) days from and after the receipt by it of such resolution file with the City Clerk of said City its written acceptance thereof, and upon said acceptance being so filed such resolution shall constitute a contract between the City of Westwood Hills, Kansas, and the said Kansas City Power & Light Company for the remaining period of this ordinance, and in the event of the failure of the said Kansas City Power & Light Company to file such acceptance within the time specified in this section then such resolution shall ipso facto cease and become null and void. The City agrees to accept and pay for such additional street lighting so ordered by it upon the same conditions and at the same rates as hereinbefore set out. The blueprint attached to and made a part of this ordinance shall be amended to show such additional street lighting and each amended blueprint identified by the signature of the Mayor of the City.

SECTION 8. Ordinance No. 21 of the City of Westwood Hills, Kansas, is hereby repealed.

SECTION 9. Within thirty (30) days from and after the publication of this ordinance in the official paper of the City of Westwood Hills, Kansas, Kansas City Power & Light Company, its associates, successors, or assigns shall file with the City Clerk of said City its written acceptance of the provisions hereof, and upon said acceptance being filed as herein provided, this ordinance shall constitute a contract between the City of Westwood Hills, Kansas, and the said Kansas City Power & Light Company for the period set forth herein, and in the event of the failure of the said Kansas City Power & Light Company to file such acceptance within the time specified in this section, then this ordinance shall ipso facto cease and become null and void.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and its publication as provided by law.

Passed and approved this 3rd day of August, 1959.

Hal Sandy  
Mayor

ATTEST:  
Ora M. Amberg

AFFIDAVIT OF PUBLICATION

State of Kansas, County of Johnson, ss:

BILL NEFF

of lawful age, being duly sworn upon oath states that he the Manager of the Johnson County Herald, that said newspaper has been published at least weekly fifty (50) times a year, and has been so published for at least one year prior to the first publication of the attached notice.

That said paper has a general paid circulation on a weekly basis, was entered as second class matter July 17, 1924 at the postoffice at Overland Park, Kansas, under the Act of March 3, 1897, is not a trade, religious, or fraternal publication, and is printed in Johnson County, Kansas.

The attached notice is a true copy, and was printed and published in the regular and entire issue of the Johnson County Herald for ..... 1 ..... consecutive weeks:

First week: August 13, 1959

Second week: .....

Third week: .....

Fourth week: .....

Fifth week: .....

Sixth week: .....

Bill Neff  
Bill Neff, Manager

Subscribed in my presence and sworn to before me

this 13 day of August, 1959

Mildred F. Backus  
Notary Public in and for  
Johnson County, Kansas

My commission expires Aug. 12, 1962.

Publication fee \$ No Charge

Affidavits, Notary's fee \$ .....

Additional copies @ \$ .....

Total publication fee \$ No Charge

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IN THE ..... COURT OF

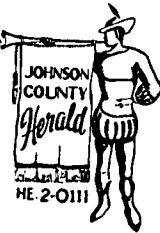
JOHNSON COUNTY, KANSAS

State of Kansas, Johnson County, ss:

....., 19.....

The within Proof of Publication approved by

Johnson County Herald—Fully qualified to publish  
legal publications





Case No. ....

Plaintiff.

vs.

Defendant.

**PROOF OF PUBLICATION**

(First Published in Johnson County  
Herald Thursday, June 9, 1960)

**ORDINANCE NO. 51**

**An Ordinance prohibiting the burning of trash, refuse and other material.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD HILLS, KANSAS:**

Section 1. That Article 1 of Chapter IV be and the same is hereby amended by adding thereto a new section reading as follows:

Section 4-109. No person shall burn or cause to be burned any trash, refuse, rubbish, leaves, brush, trimmings from trees, shrubs or other plants, grass clippings or other combustible or semi-combustible material which emits offensive or noxious odors.

Section 2. Any person violating Section 1 of this Ordinance shall be deemed guilty of a misdemeanor and shall be punished as provided in Section 4-301, Revised Ordinances.

Section 3. This Ordinance shall take effect and be in force and effect from and after publication.

Passed the City Council this 6th day of June, 1960.

Approved by the Mayor this 6th day of June, 1960.

Hal Sandy,  
Mayor

ATTEST:  
Ora M. Amberg,  
City Clerk.

ORDINANCE NO. 51

An Ordinance prohibiting the burning of trash, refuse and other material.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD HILLS, KANSAS:

Section 1. That Article 1 of Chapter IV be and the same is hereby amended by adding thereto a new section reading as follows:

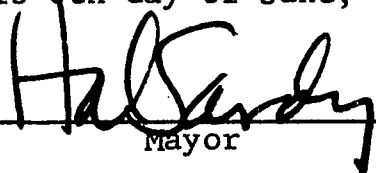
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Section 2. Any person violating Section 1 of this Ordinance shall be deemed guilty of a misdemeanor and shall be punished as provided in Section 4-301, Revised Ordinances.

Section 3. This Ordinance shall take effect and be in force and effect from and after publication.

Passed the City Council this 6th day of June, 1960.

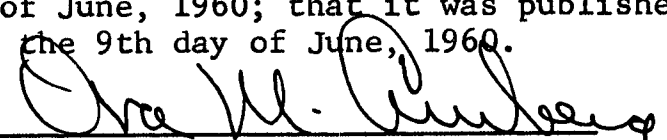
Approved by the Mayor this 6th day of June, 1960.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

I hereby certify that the foregoing is a true and correct copy of the original Ordinance; that said Ordinance was passed on the 6th day of June, 1960; that the record of the final vote on its passage is found in the Minutes of the meeting of the City Council of Westwood Hills held on the 6th day of June, 1960; that it was published in the Johnson County Herald on the 9th day of June, 1960.

  
\_\_\_\_\_  
City Clerk